

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway
West Des Moines, IA 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
SPACE ABOVE THIS LINE FOR RECORDER

Sign Agreement

Whereas, Denny Elwell Family LC, (hereinafter "Property Owner") has requested permission to place a sign in a portion of the City of Ankeny's (hereinafter the "City") sidewalk and utility easement and partially within the storm sewer easement, more particularly described as follows:

LOT 3 DELAWARE VILLAGE PLAT 2, BEING AN OFFICIAL PLAT IN
THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS
FOLLOWS:

THE WESTERN 34 FEET OF THE NORTHERN 51.46 FEET OF LOT 3 IN
DELAWARE VILLAGE PLAT 2.

and;

Whereas, the City is agreeable to allowing the Property Owner to place its sign in a portion of the Sidewalk and Utility Easement and partially within the Storm Sewer Easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow the Property Owner to place its sign along SE Delaware Avenue in a portion of the City's Sidewalk and Utility Easement and partially within the Storm Sewer Easement. Said sign shall otherwise comply with all agreements, ordinances and laws.

2. The Property Owner, and/or the Property Owner's successor-in-interest, agrees to remove the sign, at no cost to the City, within 14 days of the City's request for said removal, to allow utility work within the public utility easement or within the Storm Sewer Easement. If the Property Owner, and/or the Property Owner's successor-in-interest, fails to remove said sign within the 14 days of the City's request then the City shall have the right to remove said sign at the Property Owner, and/or the Property Owner's successor-in-interest, cost. In the event of a

need for an emergency repair, the City shall have the right to remove said sign and bill the cost to the Property Owner and/or the Property Owner's successor-in-interest and the Property Owner and/or the Property Owner's successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the sign is removed, and if at the time the sign is removed it is a legal nonconforming use, the Property Owner shall have the right to rebuild the same sign that was removed in the same or a comparable location, at the Property Owner's expense.

4. The Property Owner agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of the Property Owner's use of the City's Sidewalk and Utility Easement and Storm Sewer Easement or the removal or rebuilding of its sign.

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Property Owner has caused this Agreement to be executed by its authorized representative.

Dated this ____ day of _____, 2010.

City of Ankeny, Iowa

Denny Elwell Family LC

By: _____
Steven D. Van Oort, Mayor

By: _____
Denny Elwell, Director

Attest:

By: _____
Pamela DeMouth, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **STEVEN D. VAN OORT** and **PAMELA DeMOUTH**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2010, and the said **STEVEN D. VAN OORT** and **PAMELA DeMOUTH** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF _____, COUNTY OF _____, ss:

On the ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa